



# TERMS OF SERVICES

## DOCTOR A TO Z

Welcome to the Doctor A to Z co., Ltd. The Terms of Service a legal contract between you and Facility, governing your access to and use of the Service. Please read the Terms of Service carefully before using the Service. BY CLICKING "I ACCEPT", YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT TO THESE TERMS OF USE AND THE PRIVACY POLICY JUST AS YOU WOULD BY SIGNING A PAPER CONTRACT. If you do not agree with and accept these Terms of Services, do not use the Service.

DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS. If you experience a medical emergency, PLEASE SEEK EMERGENCY MEDICAL HELP FROM AN AMBULANCE OR A HOSPITAL.

### 1. Services

("DAZ") Web site (the "Site"). DAZ provides online health-related services by arranging for smartphone (video-telephone) medical consultations and secure web-based consultations with a licensed physician, arranging for electronic medical record storage as may be requested by health care provider, providing certain on-line health-related information, arranging for a prescription service by the physician and offering certain other related products, services, which may include health & wellness newsletters, tracking the data from remote monitoring devices of such chronic conditions as diabetes or hypertension (collectively, the "Services"). As used in these Terms and Conditions, references to "DAZ" means and includes DAZ, its parent, subsidiaries and affiliated entities. As used in these Terms and Conditions "you" or "your" means you, your dependent(s), if any, and any other person accessing your DAZ account. These Terms and Conditions apply to your use of the Site and, to the extent referenced, to your registration for, subscription to, and use of DAZ Services. DAZ SERVICES DO NOT INCLUDE THE PROVISION OF MEDICAL CARE BY DAZ. HOWEVER, SERVICES INCLUDE DAZ FACILITATING BY A USER, OR MEMBER, TO ACCESS LICENSED PHYSICIANS THAT AGREE TO CONSULT WITH PATIENTS. ACCESS TO THESE HEALTHCARE PROVIDERS IS THROUGH AFFILIATES OF DAZ, THAT PROVIDE COMMUNICATIONS ACCESS TO PHYSICIANS, LICENSED IN THAILAND, THE USER, ARE PHYSICALLY LOCATED, AT THE TIME OF THE CONSULTATION. DAZ ARRANGES FOR, AND FACILITATES, THE PROVISION OF MEDICAL CARE; HOWEVER, DAZ DOES NOT PROVIDE MEDICAL CARE.

### 2. Eligibility

- i. To be eligible to register for the Account with us, you must be at least 20 years old and capable of entering into and performing legally binding contracts under Thai laws;
- ii. Currently we are unable to provide the Services to anyone who is under 20 years old.

### 3.ACCOUNT ENROLLMENT

To access the Service, you must first enroll to establish an individual user account ("Account"), by providing certain information. With the exception of subaccounts established for minor children of whom you are a parent or legal guardian, you agree that you will not create more than one Account or create an account for anyone other than yourself without first receiving permission from the other person. In ex-

change for your use of the Service and, if applicable, in order for physicians to send notices to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account enrollment form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service. You represent and warrant that you are at least 20 years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms of Services.

#### **4. Electronic Medical Record**

DAZ creates an Electronic Medical Record ("Electronic Medical Record") specifically for you to store and access your personal health information online, including health conditions, allergies and medications, as well as for providing a licensed physician who uses DAZ to facilitate the conduct of a consultation with you in accordance with his or her obligations under applicable state and federal law with regard to creating and maintaining your medical record(s). Information provided to a physician as part of a smart-phone, or telephony-based medical consultation or secure email or web-based medical consultation becomes part of the DAZ Electronic Medical Record established specifically for you, and is subject to applicable Thailand law. You agree to provide accurate and complete information for your Electronic Medical Record, to periodically review such information, and to update information that you provide as needed, which might include allergies, medical conditions, by example. For additional information regarding use of your Electronic Medical Record, please see the Privacy Notice posted on this website. It is your responsibility to confirm any third-party information in your Electronic Medical Record. PLEASE NOTE THAT IT IS SOLELY YOUR PHYSICIAN'S OBLIGATION TO USE AND DISCLOSE THE INFORMATION INCLUDED IN YOUR MEDICAL RECORD IN ACCORDANCE WITH APPLICABLE THAILAND LAW, INCLUDING, WITHOUT LIMITATION, OBTAINING ANY CONSENTS OR AUTHORIZATIONS THAT MAY BE REQUIRED FOR YOUR INFORMATION TO BE SHARED WITH OTHER PARTICIPATING PHYSICIANS OR HEALTHCARE INSTITUTIONS.

#### **5. Operation and Record Retention**

DAZ reserves complete and sole discretion with respect to the operation of the Site and the Services. DAZ may, among other things, withdraw, suspend or discontinue any functionality or feature of the Site or the Services. DAZ is not responsible for transmission errors or corruption or compromise of Information carried over local or interchange telecommunication carriers. DAZ is not responsible for maintaining Information arising from an individual's use of the Site or in respect of the Services. DAZ reserves the right to maintain, delete or destroy all communications and Information posted or uploaded to the Services pursuant to its internal record retention, archiving, and/or destruction policies. Notwithstanding the foregoing, DAZ archives all Personal Information, and Electronic Medical Records, associated with usage of DAZ site and DAZ services for five (5) years after your latest treatment, service or death .

#### **6. Data Protection**

- 6.1 We will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect your personal data and health record against unauthorized disclosure and misuse. However, you should bear in mind that submissions of information over the internet is never entirely secure. We cannot guarantee the security the personal data which you submit through the Site or Application while it is in transit over the internet and any such submission is at your own risk.
- 6.2 By using our Services, you authorize us to:-
  - (i) share personal data and medical data with your insurance companies for the purpose of

- claims processing and delivering the services in accordance with your insurance plan;
- (ii) share personal data and medical data with other PARTICIPATING PHYSICIANS OR HEALTHCARE INSTITUTIONS for the purpose of providing the medical services to you; and
  - (iii) share basic personal data with our business partners that have entered into the non-disclosure agreement with us, specifying the scope of usage of your personal data, such as customer service, email deployment, business analytics, marketing (including but not limited to advertising, attribution, deep-linking, mobile marketing, optimization and retargeting) performance monitoring, hosting, and data processing.
  - (iv) You agree that we may record a video conference while using the Service for assurance of the quality of the Services. The recording will be properly encrypted and kept confidential in compliance with DAZ standard procedure.
  - (v) Where you allow us to make disclosure under these Terms, we will disclose only necessary and proper portion of the information that is required to be disclosed.

## **7. Intellectual Property**

- i. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.
- ii. DAZ and/or our partners own all rights, titles and interests in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Services, as well as any work product, and any improvements, design contributions or derivative works conceived or created by DAZ in or to the Services.
- iii. You must not decompile, reverse engineer, decode, or decrypt any of the Site or otherwise attempt to discover the source code of any of the Site, or any content available on the Site.

## **8. INFORMED CONSENT**

Possible Risks of Telemedicine:

As with any medical procedure, there are potential risks associated with the use of telemedicine. Facility believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:

Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment which may include poor video and data quality.

Security protocols could fail, causing a breach of privacy of personal medical information.

Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

By accepting these Terms of Services, you acknowledge that you understand and agree with the following:

You understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine. Links are provided ([Privacy Policy Link](#)) to the Facility Notice of Privacy Practices and the Online Care Group Notice of Privacy Practices which explains this in greater detail.

You understand that telemedicine may involve electronic communication of your personal medical information to medical practitioners who may be located in other areas, including out of Thailand

You understand that you may expect the anticipated benefits from the use of telemedicine, but that no results can be guaranteed or assured.

You understand that all information will be part of your medical record and available to you by printing the summary from the visit. This information will have the same restrictions on dissemination without your consent.

Except to the extent already relied upon, you understand you may withdraw your consent at any time by emailing support@doctoratoz.co to withdraw your consent and inactivate your account.

You understand that your healthcare information may be shared with other individuals for treatment, payment and healthcare operations purposes. Psychotherapy notes are maintained by clinicians but are not shared with others, while billing codes and encounter summaries are shared with others. If you obtain psychotherapy services, you understand that your therapist has the right to limit the information provided to you if in your therapist's professional judgment sharing the information with you would be harmful to you.

You further understand that your healthcare information may be shared in the following circumstances: When a valid court order is issued for medical records. Reporting suspected abuse, neglect, or domestic violence.

Preventing or reducing a serious threat to anyone's health or safety.

## **9. Legal Notices and Disclaimers.**

### **9.1. Medical Disclaimers**

DAZ makes no representation or warranty as to the content of any treatment response from any participating, licensed, physician. You and your physician are solely responsible for all information and/or communication sent during a telephone medical consultation, secure email consultation or other communication. DAZ does not guarantee that a telephony-based medical consultation or secure email, or web-based, consultation is the appropriate course of treatment for your particular health care problem. You agree to contact your primary care physician immediately should your condition change or your symptoms worsen. If you require urgent care, you should contact your local emergency services immediately. DAZ annually verifies the medical licensing status for all participating physician providers.

You acknowledges and agrees not to claim us and the Doctor liable for, the potential and inherent risks associated with remote medical service or consultation and prescription through the Site, also with the limitation of the telemedicine cannot reach the best medical service needs like face-to-face consultation with a doctor, including the following risks: (i) the information transmitted by you or us may not be sufficient or accurate (e.g. poor resolution of images, poor lighting or sound, color inconsistencies) to allow for appropriate healthcare decision making, thus necessitating a face-to-face consultation with a doctor; (ii) reliance on self-measurement and reporting of symptoms, including body temperature, blood pressure, and weight, may result in inaccurate evaluation and diagnosis; (iii) a lack of access to all your health records may result in adverse medicine interactions, or allergic reactions, or other judgement errors; (iv) software, hardware, internet, electronic communications or data transmission problems or failures may impede or cause delays in evaluation, diagnosis or treatment; and (v) submissions of information over the internet is never entirely secure.

NOTE: In order to create a physician/patient relationship THROUGH YOUR USE OF ANY OF THE SERVIC-

ES with a PARTICIPATING Physician, you must complete (i) a Medical History Assessment; and (ii) a “telephone medical consultation WHICH WILL BE SUBMITTED TO THE PARTICIPATING PHYSICIAN.”

## 9.2. Content Disclaimers

You should not use Information found on this Site to replace a relationship with a physician or other healthcare professional and should not rely on the foregoing as professional medical advice. Always seek the advice of a physician or other qualified healthcare provider concerning questions you have regarding a medical condition, and before starting, stopping or modifying any treatment or medication. In the case of a health emergency, seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of something you have or have not read on this Site.

9.3. NEITHER THE DAZ WEBSITE NOR DAZ PROVIDE MEDICAL ADVICE. THE PHYSICIANS FACILITATED BY DAZ TO PROVIDE MEDICAL CONSULTATIONS ARE NOT EMPLOYEES OF DAZ AND ARE DIRECTLY RESPONSIBLE FOR THE QUALITY AND APPROPRIATENESS OF THE CARE THEY RENDER DIRECTLY TO YOU. The Information and the Services provided on or through this Site are intended solely as a general educational aid and to assist you in finding a physician that, subject to his or her professional responsibilities, may or may not provide you with medical advice. The Information and Services are not medical or health care advice for any individual problem or a substitute for medical or other professional advice and services from a qualified health care provider assessing your condition in-person. The only way to create a physician/patient relationship with a participating physician is described in these Terms and Conditions. Your use of this Site does not create a physician-patient relationship. Nothing contained in this Site is intended to be used for medical diagnosis or treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by DAZ. Information contained in this Site is compiled from a variety of sources and may or may not be considered authored by DAZ. DAZ makes no representation or warranty as to any such Information.

9.4. While DAZ attempts to keep all the information on this site up-to-date, medical treatment and knowledge change quickly. This site should not be considered error-free or as a comprehensive source of all information on a particular topic. DAZ makes no warranties or representations as to the accuracy of the information on the site, and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on this site. Your use of the DAZ site is subject to the additional disclaimers and caveats that may appear throughout these Terms and Conditions and the site. You assume the entire risk of loss in using this site and information contained on the Site.

9.5. Features and specifications of products or services described or depicted on the site are subject to change at any time without notice.

9.6. Certain of the Information about health conditions on this Site is provided by third parties. These third parties have not reviewed and do not endorse any information, products, or services other than those clearly marked as being derived from those third parties. You are responsible for reviewing and complying with all terms and conditions, licenses, policies posted on or linked to and from this Site, so as to protect the copyright and licensing terms of those third parties.

## 10. General Disclaimers

10.1. YOU ACKNOWLEDGE THAT YOUR USE OR MISUSE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON OR PROVIDED THROUGH THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW DAZ AND ITS MEMBERS, SHAREHOLDERS, DIRECTORS, MANAGERS, EMPLOYEES, OFFICERS, OFFICERS, CONTRACTORS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, “AFFILIATES”) HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN-

CLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, MTM MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE INFORMATION, PRODUCTS, AND SERVICES PROVIDED HEREUNDER. WITHOUT LIMITATION OF THE FOREGOING, DAZ SPECIFICALLY disclaims all liability for the ACTS OR OMISSIONS OF ANY PARTICIPATING PHYSICIANS PROVIDING MEDICAL CARE TO SUBSCRIBERS.

- 10.2. You acknowledge and agree that we are not responsible for (i) any printing, typographical or technological errors regardless of the matter, media, material or form thereof, (ii) electronic, human, equipment programming or other error, omission, interruption, defect or delay which may occur regardless of the matter, media, material or form thereof, (iii) incorrect, inaccurate, late, lost, stolen, illegible, incomplete or misdirected matters or information regardless of the matter, media, information or form thereof, (iv) technical failures of any kind, (v) inadvertent loss of information; and/or (vi) unauthorized human intervention in any part, material or process or otherwise.
- 10.3. DAZ MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION MEDICATIONS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE SERVICES.
- 10.4. DAZ does not endorse the promotions, products or services of any third parties. DAZ does not warrant or validate the Information of any third party's advertisements, promotions, communications, or other materials. DAZ does not assume any responsibility or liability for the accuracy of Information contained in t

## 11. Termination

- 11.1 You agrees that we have the right without notice to restrict, suspend, or terminate your access to or use of all or any part of the Services, without any assigning any reason. After such termination, we will have no further obligation to provide the Services.
- 11.2 Subject to applicable laws, we reserve the right to maintain, all communications and materials uploaded to the Site or sent to us by you, pursuant to its internal record retention policies or applicable laws.

## 12. Indemnity

You agree to defend, indemnify and hold harmless DAZ and its Affiliates from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions and suits (no matter whether at law or equity), fees, costs and attorneys' fees (including appellate level) of any kind whatsoever arising, directly or indirectly, out of or in connection with (i) your use or misuse or of the Site or the Services or any Information posted on the Site, (ii) your subscription, (iii) your breach of the Terms and Conditions or the Privacy Notice , (iv) your relationship with any participating physician , (v) the content or subject matter of or any Information you provide to DAZ, any of its Affiliates, any participating physician or Customer service agent, and/or (vi) any negligent or wrongful action or omission by you in the use or misuse of the Site or the Services or any Information posted on the Site, including, without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

## 13. Force Majeure

- i. Neither we nor you will be liable for any failure to perform its obligations under these Terms (other payment obligations) if the failure results from a Force Majeure Events (as defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.
- ii. For the purpose of these Terms, a "Force Majeure Event" is an event, which is a circumstance or

event beyond the reasonable control of a party which results in the party being unable to observe or perform on time an obligation under these Terms. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters or epidemic.

#### **14. Change of Terms**

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new service or features). In case we make any change, we will notify you by posting a notice through the Site. Modifications will become effective on the day they are posted unless stated otherwise. Your continued use of our Services after changes become effective will mean that you accept those changes. Any revised Terms will supersede all previous Terms.

#### **15. Using the Services**

- i. At the start of your video conference, the care provider will verify your name and other personally identifiable information, and may ask you to provide proof of identity and other relevant information (e.g. medical history or medicine allergies). Your video conference will be ended (at no additional charge) if the care provider is unable to verify your identity.
- ii. The care provider, on his/her own professional, will evaluate your presenting symptom(s) and/or pre-existing medical condition(s) and first determine based on his/her best assessment whether it is safe to proceed with a video conference in the given circumstances. If the care provider determines that you are not suitable for a videoconference, the care provider will inform you accordingly and will advise you to seek the appropriate actions for further healthcare before ending your video conference.
- iii. You acknowledges that the quality of the Services is heavily dependent on the information you provide to us and the Doctor. The Doctor will use his/her best endeavors, based on the information and the medical history you have provided and the symptoms you have described, to diagnose and prescribe medicine appropriate for your health conditions.
- iv. You acknowledges that the methods of medical treatment offered by participating physician is not accompanied by any claims, guarantees, promises or warranties.
- v. By using the Services,
  - (a) You will not use the Services for any unlawful purpose, and will comply with all applicable laws and regulations, including any intellectual property laws.
  - (b) You may have access and use the Services in your own personal capacity as a patient only. You will not use the account of another member at any time, whether with or without his/her permission. You will also not impersonate any person, or otherwise misrepresent your affiliation with a person or entity.

#### **16. Prescription Program**

Please note that only if you have accurately and fully completed the Medical History Assessment and a telephone medical consultation, in order to begin establishing a legal physician/patient relationship, may you be eligible to receive medications that have been prescribed and arranged for by a licensed physician under his/her establishment utilizing DAZ services to conduct a medical consultation with you—and only if allowed in the state from which your medical consultation is taking place.

Only when you have accurately and fully completed the Medical History Assessment and have had a telephone medical consultation, in compliance with law governing the establishment of a legal physician/patient relationship, may you be eligible to get a prescription for medications, as determined by the



participating physicians in their sole discretion and subject to their professional and legal obligations. Subscribers may be able to request medications during the telephone medical consultation and the consulting physician may prescribe certain medications for common conditions, if conditions warrant, if appropriate and/or legal. No controlled medications are available through participating physicians. You agree that any prescriptions that you acquire from a physician shall be solely for your personal use. You agree to fully and carefully read all provided product information and labels and to contact a physician or pharmacist if you have any questions regarding the prescription.

#### **17. Medical Expenses and Payment**

- i. Use of the Services will be subject to charges at the applicable rates stipulated by DAZ and displayed at the Site.
- ii. You shall pay all the medical expenses after using the real-time video conferencing for medical services and consultation and/or requesting us to provide you the Medicine Delivery Service. (if any).
- iii. You acknowledge and agree that we shall not refund the fee of the Medicine Delivery Service.
- iv. Medical expenses and other service fees arising from use of the Services may or may not be covered by your insurance plan. Please contact your insurance company before using the Services.
- v. If the video conference lost connection before the session is completed and we cannot contact you to continue providing the Services within 24 hours, we will charge medical expenses and other service fees as incurred for the uncompleted session.

#### **18. Miscellaneous**

- i. If any provision of these Terms is found to be illegal, void, or unenforceable under any applicable laws or if any court of the competent jurisdiction in a final decision so determines, these Terms shall continue in force, save that such provision shall be deemed to be deleted.
  - ii. No waiver of any right under these Terms by us shall be effective unless made in writing and signed by us.
  - iii. These Terms and all matters relating to the access to, or use of, the Site and the Services are governed by and construed in accordance with the laws of Thailand. The courts of Thailand will have an exclusive jurisdiction to adjudicate any dispute arising under or in connection with these Terms.
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